



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

**Division of Facilities Construction and Management**

**DFCM**

## **STANDARD LOW BID PROJECT**

**February 19, 2008**

# **PAVING IMPROVEMENTS ANGLER ACCESS ROCKCLIFF RECREATION AREA**

## **JORDANELLE STATE PARK DIVISION OF PARKS AND RECREATION WASATCH COUNTY, UTAH**

DFCM Project Number 07331510

King Engineering, Inc.  
2825 East Cottonwood Parkway  
Salt Lake City, Utah 84121

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Current copies of the following documents are hereby made part of these contract documents by reference. These documents are available on the DFCM web site at <http://dfcm.utah.gov> or are available upon request from DFCM.

DFCM General Conditions dated May 25, 2005.

DFCM Application and Certification for Payment dated May 25, 2005.

Technical Specifications :

Drawings:

**The Agreement and General Conditions dated May 25, 2005 have been updated from versions that were formally adopted and in use prior to this date. The changes made to the General Conditions are identified in a document entitled Revisions to General Conditions that is available on DFCM's web site at <http://dfcm.utah.gov>**

## NOTICE TO CONTRACTORS

Sealed bids will be received by the Division of Facilities Construction and Management (DFCM) for:

**PAVING IMPROVEMENTS - ANGLER ACCESS**  
**ROCKCLIFF RECREATION AREA - JORDANELLE STATE PARK,**  
**DIVISION OF PARKS AND RECREATION – WASATCH COUNTY, UTAH**  
**DFCM PROJECT NO: 07331510**

Bids will be in accordance with the Contract Documents that will be available at 4:00 PM on Tuesday, February 19, 2008, and distributed in electronic format only on CDs from DFCM, 4110 State Office Building, Salt Lake City, Utah and on the DFCM web page at <http://dfcm.utah.gov>. For questions regarding this project, please contact Brent Lloyd, DFCM, at 801-538-3471. No others are to be contacted regarding this bidding process. The construction budget for this project is \$215,000.00.

A **mandatory** pre-bid meeting will be held at 11:00 AM on Friday, February 22, 2008 at the Rockcliff Area Entrance Station at Jordanelle State Park located off State Road 32 in Wasatch County. All bidders wishing to bid on this project are required to attend this meeting.

Bids will be received until the hour of 2:30 PM on Wednesday, March 5, 2008 at DFCM, 4110 State Office Building, Salt Lake City, Utah 84114. Bids will be opened and read aloud in the DFCM Conference Room, 4110 State Office Building, Salt Lake City, Utah. NOTE: Bids must be received at 4110 State Office Building by the specified time.

A bid bond in the amount of five percent (5%) of the bid amount, made payable to the Division of Facilities Construction and Management on DFCM's bid bond form, shall accompany the bid.

The Division of Facilities Construction and Management reserves the right to reject any or all bids or to waive any formality or technicality in any bid in the interest of DFCM.

DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT  
Marla Workman, Contract Coordinator  
4110 State Office Building, Salt Lake City, Utah 84114

## **PROJECT DESCRIPTION**

This project is located at the Rockcliff Recreation Area at Jordanelle State Park off State Road 32 in Wasatch County.

The project consists of reconstruction and paving of the existing gravel roadway and parking lot (approx. 70,400 sq.ft) leading to the fisherman access boat ramp area. Boat launching and angler access from this site will be closed during the construction process; however, the adjacent campground and nature center will be open to the public. Therefore, the contractor will be required to maintain a safe work area, including vehicle and pedestrian signage and barricades.

Time is of the essence on this project. The contractor shall make every effort to begin construction as soon as weather permits and complete the project in the least amount of time.



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES  
**Division of Facilities Construction and Management**

**DFCM**

## PROJECT SCHEDULE

**PROJECT NAME:** PAVING IMPROVEMENTS - ANGLER ACCESS  
ROCKCLIFF RECREATION AREA - JORDANELLE STATE PARK  
DIVISION OF PARKS AND RECREATION – WASATCH COUNTY, UTAH  
**DFCM PROJECT #:** 07331510

| Event  | Day       | Date              | Time     | Place   |
|--|-----------|-------------------|----------|---|
| Bidding Documents Available                  | Tuesday   | February 19, 2008 | 4:00 PM  | DFCM<br>4110 State Office Bldg<br>SLC, UT and the DFCM web site *                                       |
| <b>Mandatory</b> Pre-bid Site Meeting        | Friday    | February 22, 2008 | 11:00 AM | Rockcliff Area Entrance Station<br>Jordanelle State Park<br>Located off State Road 32 in Wasatch County |
| Last Day to Submit Questions                 | Wednesday | February 27, 2008 | 2:00 PM  | Brent Lloyd - DFCM<br>E-mail-brentlloyd@utah.gov<br>Fax 801-538-3267                                    |
| Addendum Deadline (exception for bid delays) | Friday    | February 29, 2008 | 2:00 PM  | DFCM web site *   |
| Prime Contractors Turn In Bid and Bid Bond   | Wednesday | March 5, 2008     | 2:30 PM  | DFCM<br>4110 State Office Bldg<br>SLC, UT   |
| Sub-contractor List Due                      | Thursday  | March 6, 2008     | 2:30 PM  | DFCM<br>4110 State Office Bldg<br>SLC, UT<br>Fax 801-538-3677   |
| Substantial Completion Date                  | Friday    | June 13, 2008     |          |   |

\* **NOTE:** DFCM's web site address is <http://dfcm.utah.gov>

**BID FORM**

NAME OF BIDDER \_\_\_\_\_ DATE \_\_\_\_\_

To the Division of Facilities Construction and Management  
4110 State Office Building  
Salt Lake City, Utah 84114

The undersigned, responsive to the "Notice to Contractors" and in accordance with the "Instructions to Bidders", in compliance with your invitation for bids for the **PAVING IMPROVEMENTS - ANGLER ACCESS ROCKCLIFF RECREATION AREA - JORDANELLE STATE PARK - DIVISION OF PARKS AND RECREATION – WASATCH COUNTY, UTAH – DFCM PROJECT NO. 07331510** and having examined the Contract Documents and the site of the proposed Work and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of labor, hereby proposes to furnish all labor, materials and supplies as required for the Work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the Work required under the Contract Documents of which this bid is a part:

I/We acknowledge receipt of the following Addenda: \_\_\_\_\_

**UNIT PRICES**

| Item No. | Description   | Approximate Quantities / Units | Unit Price | Amount  |
|----------|---|--------------------------------|------------|---------|
| 1        | Fine Grade  | 70,491 / SF                    | \$_____    | \$_____ |
| 2        | Clear and Grubb   | 1 / LS                         | \$_____    | \$_____ |
| 3        | Saw Cut Asphalt   | 30 / LF                        | \$_____    | \$_____ |
| 4        | Remove/Dispose of Existing Asphalt Pavement Off-Site            | 30 / SF                        | \$_____    | \$_____ |
| 5        | Mill Existing Asphalt to 2" Depth In-Place                      | 8,322 / SF                     | \$_____    | \$_____ |
| 6        | Furnish/Blend/Compact 4" Virgin Road Base. Apply Soil Sterilent | 70,491 / SF                    | \$_____    | \$_____ |
| 7        | Furnish/Install 3" Compacted Asphalt                            | 70,491 / SF                    | \$_____    | \$_____ |
| 8        | Striping and Signing  | 1 / LS                         | \$_____    | \$_____ |

BID FORM  
Page No. 2

For all work shown on the Drawings and described in the Specifications and Contract Documents, I/we agree to perform for the sum of:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)  
(In case of discrepancy, written amount shall govern)

I/We guarantee that the Work will be Substantially Complete by **June 13, 2008**, should I/we be the successful bidder, and agree to pay liquidated damages in the amount of **\$250.00** per day for each day after expiration of the Contract Time as stated in Article 3 of the Contractor's Agreement. This bid shall be good for 45 days after bid opening.

Enclosed is a 5% bid bond, as required, in the sum of \_\_\_\_\_

The undersigned Contractor's License Number for Utah is \_\_\_\_\_.

Upon receipt of notice of award of this bid, the undersigned agrees to execute the contract within ten (10) days, unless a shorter time is specified in the Contract Documents, and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract.

The Bid Bond attached, in the amount not less than five percent (5%) of the above bid sum, shall become the property of the Division of Facilities Construction and Management as liquidated damages for delay and additional expense caused thereby in the event that the contract is not executed and/or acceptable 100% Performance and Payment bonds are not delivered within the time set forth.

Type of Organization: \_\_\_\_\_ (Corporation, Partnership, Individual, etc.)

Any request and information related to Utah Preference Laws: \_\_\_\_\_

Respectfully submitted,

\_\_\_\_\_  
Name of Bidder

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

# INSTRUCTIONS TO BIDDERS

## 1. Drawings and Specifications, Other Contract Documents

Drawings and Specifications, as well as other available Contract Documents, may be obtained as stated in the Invitation to Bid.

## 2. Bids

Before submitting a bid, each contractor shall carefully examine the Contract Documents, shall visit the site of the Work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the bid the cost of all items required by the Contract Documents. If the bidder observes that portions of the Contract Documents are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the bidder shall promptly notify the DFCM Representative and the necessary changes shall be accomplished by Addendum.

The bid, bearing original signatures, must be typed or handwritten in ink on the Bid Form provided in the procurement documents and submitted in a sealed envelope at the location specified by the Invitation to Bid prior to the deadline for submission of bids.

Bid bond security, in the amount of five percent (5%) of the bid, made payable to the Division of Facilities Construction and Management, shall accompany bid. **THE BID BOND MUST BE ON THE BID BOND FORM PROVIDED IN THE PROCUREMENT DOCUMENTS IN ORDER TO BE CONSIDERED AN ACCEPTABLE BID.**

If the bid bond security is submitted on a bid bond form other than DFCM's required bid bond form, and the bid security meets all other legal requirements, the bidder will be allowed to provide an acceptable bid bond by the close of business on the next business day following notification by DFCM of submission of a defective bid bond security. **NOTE: A cashier's check cannot be used as a substitute for a bid bond.**

## 3. Contract and Bond

The Contractor's Agreement will be in the form found in the specifications. The Contract Time will be as indicated in the bid. The successful bidder, simultaneously with the execution of the Contract Agreement, will be required to furnish a performance bond and a payment bond, both bearing original signatures, upon the forms provided in the procurement documents. The performance and payment bonds shall be for an amount equal to one hundred percent (100%) of the contract sum and secured from a company that meets the requirements specified in the requisite forms. Any bonding requirements for subcontractors will be specified in the Supplementary General Conditions.



**4. Listing of Subcontractors**

Listing of Subcontractors shall be as summarized in the “Instructions and Subcontractor’s List Form”, which are included as part of these Contract Documents. The Subcontractors List shall be delivered to DFCM or faxed to DFCM at (801)538-3677 within 24 hours of the bid opening. Requirements for listing additional subcontractors will be listed in the Contract Documents.

DFCM retains the right to audit or take other steps necessary to confirm compliance with requirements for the listing and changing of subcontractors. Any contractor who is found to not be in compliance with these requirements is subject to a debarment hearing and may be debarred from consideration for award of contracts for a period of up to three years.

**5. Interpretation of Drawings and Specifications**

If any person or entity contemplating submitting a bid is in doubt as to the meaning of any part of the drawings, specifications or other Contract Documents, such person shall submit to the DFCM Project Manager a request for an interpretation thereof. The person or entity submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addenda posted on DFCM’s web site at <http://dfcm.utah.gov>. Neither the DFCM nor A/E will be responsible for any other explanations or interpretations of the proposed documents. A/E shall be deemed to refer to the architect or engineer hired by DFCM as the A/E or Consultant for the Project.

**6. Addenda**

Addenda will be posted on DFCM’s web site at <http://dfcm.utah.gov>. Contractors are responsible for obtaining information contained in each addendum from the web site. Addenda issued prior to the submittal deadline shall become part of the bidding process and must be acknowledged on the bid form. Failure to acknowledge addenda may result in disqualification from bidding.

**7. Award of Contract**

The Contract will be awarded as soon as possible to the lowest, responsive and responsible bidder, based on the lowest combination of base bid and acceptable prioritized alternates, provided the bid is reasonable, is in the interests of the State of Utah to accept and after applying the Utah Preference Laws in U.C.A. Title 63, Chapter 56. DFCM reserves the right to waive any technicalities or formalities in any bid or in the bidding. Alternates will be accepted on a prioritized basis with Alternate 1 being highest priority, Alternate 2 having second priority, etc.

**8. DFCM Contractor Performance Rating**

As a contractor completes each DFCM project, DFCM, the architect/engineer and the using agency will evaluate project performance based on the enclosed “DFCM Contractor Performance Rating” form. The ratings issued on this project will not affect this project but may affect the award on future projects.

**9. Licensure**

The Contractor shall comply with and require all of its subcontractors to comply with the license laws as required by the State of Utah.

**10. Permits**

In concurrence with the requirements for permitting in the General Conditions, it is the responsibility of the Contractor to obtain the fugitive dust plan requirements from the Utah Division of Air Quality and the SWPPP requirements from the Utah Department of Environmental Quality and submit the completed forms and pay any permit fee that may be required for this specific project. Failure to obtain the required permit may result in work stoppage and/or fines from the regulating authority that will be the sole responsibility of the Contractor. Any delay to the project as a result of any such failure to obtain the permit or noncompliance with the permit shall not be eligible for any extension in the Contract Time.

**11. Right to Reject Bids**

DFCM reserves the right to reject any or all Bids.

**12. Time is of the Essence**

Time is of the essence in regard to all the requirements of the Contract Documents.

**13. Withdrawal of Bids**

Bids may be withdrawn on written request received from bidder prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

**14. Product Approvals**

Where reference is made to one or more proprietary products in the Contract Documents, but restrictive descriptive materials of one or more manufacturer(s) is referred to in the Contract Documents, the products of other manufacturers will be accepted, provided they equal or exceed the standards set forth in the drawings and specifications and are compatible with the intent and purpose of

the design, subject to the written approval of the A/E. Such written approval must occur prior to the deadline established for the last scheduled addenda to be issued. The A/E's written approval will be in an issued addendum. If the descriptive material is not restrictive, the products of other manufacturers specified will be accepted without prior approval provided they are compatible with the intent and purpose of the design as determined by the A/E.

**15. Financial Responsibility of Contractors, Subcontractors and Sub-subcontractors**

Contractors shall respond promptly to any inquiry in writing by DFCM to any concern of financial responsibility of the contractor, subcontractor or sub-subcontractor.

**16. Debarment**

By submitting a bid, the Contractor certifies that neither it nor its principals, including project and site managers, have been, or are under consideration for, debarment or suspension, or any action that would exclude such from participation in a construction contract by any governmental department or agency. If the Contractor cannot certify this statement, attach to the bid a detailed written explanation which must be reviewed and approved by DFCM as part of the requirements for award of the Project.

## BID BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

### KNOW ALL PERSONS BY THESE PRESENTS:

That \_\_\_\_\_ hereinafter referred to as the "Principal," and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ and authorized to transact business in this State and U. S. Department of the Treasury Listed, (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the STATE OF UTAH, hereinafter referred to as the "Obligee," in the amount of \$ \_\_\_\_\_ (5% of the accompanying bid), being the sum of this Bond to which payment the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH** that whereas the Principal has submitted to Obligee the accompanying bid incorporated by reference herein, dated as shown, to enter into a contract in writing for the \_\_\_\_\_ Project.

**NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH**, that if the said principal does not execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the principal, then the sum of the amount stated above will be forfeited to the State of Utah as liquidated damages and not as a penalty; if the said principal shall execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the Principal, then this obligation shall be null and void. It is expressly understood and agreed that the liability of the Surety for any and all defaults of the Principal hereunder shall be the full penal sum of this Bond. The Surety, for value received, hereby stipulates and agrees that obligations of the Surety under this Bond shall be for a term of sixty (60) days from actual date of the bid opening.

**PROVIDED, HOWEVER**, that this Bond is executed pursuant to provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to same extent as if it were copied at length herein.

**IN WITNESS WHEREOF**, the above bounden parties have executed this instrument under their several seals on the date indicated below, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Principal's name and address (if other than a corporation):**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Principal's name and address (if a corporation):**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Affix Corporate Seal)

**Surety's name and address:**

\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

By: \_\_\_\_\_  
Attorney-in-Fact (Affix Corporate Seal)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

Resides at: \_\_\_\_\_

Agency: \_\_\_\_\_  
Agent: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

NOTARY PUBLIC

Approved As To Form: May 25, 2005  
By Alan S. Bachman, Asst Attorney General

**Division of Facilities Construction and****INSTRUCTIONS AND SUBCONTRACTORS LIST FORM**

The three low bidders, as well as all other bidders that desire to be considered, are required by law to submit to DFCM within 24 hours of bid opening a list of **ALL** first-tier subcontractors, including the subcontractor's name, bid amount and other information required by Building Board Rule and as stated in these Contract Documents, based on the following:

**DOLLAR AMOUNTS FOR LISTING**

**PROJECTS UNDER \$500,000: ALL FIRST-TIER SUBS \$20,000 OR OVER MUST BE LISTED**  
**PROJECTS \$500,000 OR MORE: ALL FIRST-TIER SUBS \$35,000 OR OVER MUST BE LISTED**

- Any additional subcontractors identified in the bid documents shall also be listed.
- The DFCM Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law.
- List subcontractors for base bid as well as the impact on the list that the selection of any alternate may have.
- Bidder may not list more than one subcontractor to perform the same work.
- If there are no subcontractors for the job that are required to be reported by State law (either because there are no subcontractors that will be used on the project or because there are no first-tier subcontractors over the dollar amounts referred to above), then you do not need to submit a sublist. If you do not submit a sublist, it will be deemed to be a representation by you that there are no subcontractors on the job that are required to be reported under State law. At any time, DFCM reserves the right to inquire, for security purposes, as to the identification of the subcontractors at any tier that will be on the worksite.

**LICENSURE:**

The subcontractor's name, the type of work, the subcontractor's bid amount, and the subcontractor's license number as issued by DOPL, if such license is required under Utah Law, shall be listed. Bidder shall certify that all subcontractors, required to be licensed, are licensed as required by State law. A subcontractor includes a trade contractor or specialty contractor and does not include suppliers who provide only materials, equipment, or supplies to a contractor or subcontractor.

**'SPECIAL EXCEPTION':**

A bidder may list 'Special Exception' in place of a subcontractor when the bidder intends to obtain a subcontractor to perform the work at a later date because the bidder was unable to obtain a qualified or reasonable bid under the provisions of U.C.A. Section 63A-5-208(4). The bidder shall insert the term 'Special Exception' for that category of work, and shall provide documentation with the subcontractor list describing the bidder's efforts to obtain a bid of a qualified subcontractor at a reasonable cost and why the bidder was unable to obtain a qualified subcontractor bid. The Director must find that the bidder complied in good faith with State law requirements for any 'Special Exception' designation, in order for the bid to be considered. If awarded the contract, the Director shall supervise the bidder's efforts to obtain a qualified subcontractor bid. The amount of the awarded contract may not be adjusted to reflect the actual amount of the subcontractor's bid. Any listing of 'Special Exception' on the sublist form shall also include amount allocated for that work.

**GROUND FOR DISQUALIFICATION:**

The Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law. Director may withhold awarding the contract to a particular bidder if one or more of the proposed subcontractors are considered by the Director to be unqualified to do the Work or for

**INSTRUCTIONS AND SUBCONTRACTORS LIST FORM**  
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such other reason in the best interest of the State of Utah. Notwithstanding any other provision in these instructions, if there is a good faith error on the sublist form, at the sole discretion of the Director, the Director may provide notice to the contractor and the contractor shall have 24 hours to submit the correction to the Director. If such correction is submitted timely, then the sublist requirements shall be considered met.

**CHANGES OF SUBCONTRACTORS SPECIFICALLY IDENTIFIED ON SUBLIST FORM:**

Subsequent to twenty-four hours after the bid opening, the contractor may change its listed subcontractors only after receiving written permission from the Director based on complying with all of the following criteria.

- (1) The contractor has established in writing that the change is in the best interest of the State and that the contractor establishes an appropriate reason for the change, which may include, but not is not limited to, the following reasons: the original subcontractor has failed to perform, or is not qualified or capable of performing, and/or the subcontractor has requested in writing to be released.
- (2) The circumstances related to the request for the change do not indicate any bad faith in the original listing of the subcontractors.
- (3) Any requirement set forth by the Director to ensure that the process used to select a new subcontractor does not give rise to bid shopping.
- (4) Any increase in the cost of the subject subcontractor work is borne by the contractor.
- (5) Any decrease in the cost of the subject subcontractor work shall result in a deductive change order being issued for the contract for such decreased amount.
- (6) The Director will give substantial weight to whether the subcontractor has consented in writing to being removed unless the Contractor establishes that the subcontractor is not qualified for the work.

**EXAMPLE:**

Example of a list where there are only four subcontractors:

| TYPE OF WORK               | SUBCONTRACTOR,<br>“SELF” OR “SPECIAL<br>EXCEPTION” | SUBCONTRACTOR<br>BID AMOUNT | CONTRACTOR<br>LICENSE #                              |
|----------------------------|--|-----------------------------|--|
| ELECTRICAL                 | ABCD Electric Inc.                                 | \$350,000.00                | 123456789000   |
| LANDSCAPING                | “Self” *   | \$300,000.00                | 123456789000   |
| CONCRETE<br>(ALTERNATE #1) | XYZ Concrete Inc                                   | \$298,000.00                | 987654321000   |
| MECHANICAL                 | “Special Exception”<br>(attach documentation)      | Fixed at: \$350,000.00      | (TO BE PROVIDED<br>AFTER OBTAINING<br>SUBCONTRACTOR) |

\* Bidders may list “self”, but it is not required.

**PURSUANT TO STATE LAW - SUBCONTRACTOR BID AMOUNTS CONTAINED IN THIS  
SUBCONTRACTOR LIST SHALL NOT BE DISCLOSED UNTIL THE CONTRACT HAS BEEN AWARDED.**

**SUBCONTRACTORS LIST**

FAX TO 801-538-3677

PROJECT TITLE: \_\_\_\_\_

Caution: You must read and comply fully with instructions.

| TYPE OF WORK | SUBCONTRACTOR,<br>"SELF" OR "SPECIAL EXCEPTION" | SUBCONTRACTOR<br>BID AMOUNT | CONT. LICENSE # |
|--------------|---|-----------------------------|-----------------|
|              |   |                             |                 |
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We certify that:

1. This list includes all subcontractors as required by the instructions, including those related to the base bid as well as any alternates.
2. We have listed "Self" or "Special Exception" in accordance with the instructions.
3. All subcontractors are appropriately licensed as required by State law.

FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

**NOTICE:** FAILURE TO SUBMIT THIS FORM, PROPERLY COMPLETED AND SIGNED, AS REQUIRED IN THESE CONTRACT DOCUMENTS, SHALL BE GROUNDS FOR OWNER'S REFUSAL TO ENTER INTO A WRITTEN CONTRACT WITH BIDDER. ACTION MAY BE TAKEN AGAINST BIDDERS BID BOND AS DEEMED APPROPRIATE BY OWNER. ATTACH A SECOND PAGE IF NECESSARY.

## CONTRACTOR'S AGREEMENT

FOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THIS CONTRACTOR'S AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter referred to as "DFCM", and \_\_\_\_\_, incorporated in the State of \_\_\_\_\_ and authorized to do business in the State of Utah, hereinafter referred to as "Contractor", whose address is \_\_\_\_\_.

WITNESSETH: WHEREAS, DFCM intends to have Work performed at \_\_\_\_\_  
\_\_\_\_\_.

WHEREAS, Contractor agrees to perform the Work for the sum stated herein.

NOW, THEREFORE, DFCM and Contractor for the consideration provided in this Contractor's Agreement, agree as follows:

**ARTICLE 1. SCOPE OF WORK.** The Work to be performed shall be in accordance with the Contract Documents prepared by \_\_\_\_\_ and entitled "\_\_\_\_\_  
\_\_\_\_\_."

The DFCM General Conditions ("General Conditions") dated May 25, 2005 on file at the office of DFCM and available on the DFCM website, are hereby incorporated by reference as part of this Agreement and are included in the specifications for this Project. All terms used in this Contractor's Agreement shall be as defined in the Contract Documents, and in particular, the General Conditions.

The Contractor Agrees to furnish labor, materials and equipment to complete the Work as required in the Contract Documents which are hereby incorporated by reference. It is understood and agreed by the parties hereto that all Work shall be performed as required in the Contract Documents and shall be subject to inspection and approval of DFCM or its authorized representative. The relationship of the Contractor to the DFCM hereunder is that of an independent Contractor.

**ARTICLE 2. CONTRACT SUM.** The DFCM agrees to pay and the Contractor agrees to accept in full performance of this Contractor's Agreement, the sum of \_\_\_\_\_  
\_\_\_\_\_ DOLLARS AND NO CENTS (\$\_\_\_\_\_.00), which is the base bid, and which sum also includes the cost of a 100% Performance Bond and a 100%



CONTRACTOR'S AGREEMENT  
PAGE NO. 2

Payment Bond as well as all insurance requirements of the Contractor. Said bonds have already been posted by the Contractor pursuant to State law. The required proof of insurance certificates have been delivered to DFCM in accordance with the General Conditions before the execution of this Contractor's Agreement.

**ARTICLE 3. TIME OF COMPLETION AND DELAY REMEDY.** The Work shall be Substantially Complete by \_\_\_\_\_. Contractor agrees to pay liquidated damages in the amount of \$\_\_\_\_\_ per day for each day after expiration of the Contract Time until the Contractor achieves Substantial Completion in accordance with the Contract Documents, if Contractor's delay makes the damages applicable. The provision for liquidated damages is: (a) to compensate the DFCM for delay only; (b) is provided for herein because actual damages can not be readily ascertained at the time of execution of this Contractor's Agreement; (c) is not a penalty; and (d) shall not prevent the DFCM from maintaining Claims for other non-delay damages, such as costs to complete or remedy defective Work.

No action shall be maintained by the Contractor, including its or Subcontractor or suppliers at any tier, against the DFCM or State of Utah for damages or other claims due to losses attributable to hindrances or delays from any cause whatsoever, including acts and omissions of the DFCM or its officers, employees or agents, except as expressly provided in the General Conditions. The Contractor may receive a written extension of time, signed by the DFCM, in which to complete the Work under this Contractor's Agreement in accordance with the General Conditions.

**ARTICLE 4. CONTRACT DOCUMENTS.** The Contract Documents consist of this Contractor's Agreement, the Conditions of the Contract (DFCM General Conditions, Supplementary and other Conditions), the Drawings, Specifications, Addenda and Modifications. The Contract Documents shall also include the bidding documents, including the Invitation to Bid, Instructions to Bidders/ Proposers and the Bid/Proposal, to the extent not in conflict therewith and other documents and oral presentations that are documented as an attachment to the contract.

All such documents are hereby incorporated by reference herein. Any reference in this Contractor's Agreement to certain provisions of the Contract Documents shall in no way be construed as to lessen the importance or applicability of any other provisions of the Contract Documents.

**ARTICLE 5. PAYMENT.** The DFCM agrees to pay the Contractor from time to time as the Work progresses, but not more than once each month after the date of Notice to Proceed, and only upon Certificate of the A/E for Work performed during the preceding calendar month, ninety-five percent (95%) of the value of the labor performed and ninety-five percent (95%) of the value of materials furnished in place or on the site. The Contractor agrees to furnish to the DFCM invoices for materials purchased and on the site but not installed, for which the Contractor requests payment and agrees to

safeguard and protect such equipment or materials and is responsible for safekeeping thereof and if such be stolen, lost or destroyed, to replace same.

Such evidence of labor performed and materials furnished as the DFCM may reasonably require shall be supplied by the Contractor at the time of request for Certificate of Payment on account. Materials for which payment has been made cannot be removed from the job site without DFCM's written approval. Five percent (5%) of the earned amount shall be retained from each monthly payment. The retainage, including any additional retainage imposed and the release of any retainage, shall be in accordance with UCA 13-8-5 as amended. Contractor shall also comply with the requirements of UCA 13-8-5, including restrictions of retainage regarding subcontractors and the distribution of interest earned on the retention proceeds. The DFCM shall not be responsible for enforcing the Contractor's obligations under State law in fulfilling the retention law requirements with subcontractors at any tier.

**ARTICLE 6. INDEBTEDNESS.** Before final payment is made, the Contractor must submit evidence satisfactory to the DFCM that all payrolls, materials bills, subcontracts at any tier and outstanding indebtedness in connection with the Work have been properly paid. Final Payment will be made after receipt of said evidence, final acceptance of the Work by the DFCM as well as compliance with the applicable provisions of the General Conditions.

Contractor shall respond immediately to any inquiry in writing by DFCM as to any concern of financial responsibility and DFCM reserves the right to request any waivers, releases or bonds from Contractor in regard to any rights of Subcontractors (including suppliers) at any tier or any third parties prior to any payment by DFCM to Contractor.

**ARTICLE 7. ADDITIONAL WORK.** It is understood and agreed by the parties hereto that no money will be paid to the Contractor for additional labor or materials furnished unless a new contract in writing or a Modification hereof in accordance with the General Conditions and the Contract Documents for such additional labor or materials has been executed. The DFCM specifically reserves the right to modify or amend this Contractor's Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work.

**ARTICLE 8. INSPECTIONS.** The Work shall be inspected for acceptance in accordance with the General Conditions.

**ARTICLE 9. DISPUTES.** Any dispute, PRE or Claim between the parties shall be subject to the provisions of Article 7 of the General Conditions. DFCM reserves all rights to pursue its rights and remedies as provided in the General Conditions.

**ARTICLE 10. TERMINATION, SUSPENSION OR ABANDONMENT.** This Contractor's Agreement may be terminated, suspended or abandoned in accordance with the General Conditions.

**ARTICLE 11. DFCM'S RIGHT TO WITHHOLD CERTAIN AMOUNT AND MAKE USE THEREOF.** The DFCM may withhold from payment to the Contractor such amount as, in DFCM's judgment, may be necessary to pay just claims against the Contractor or Subcontractor at any tier for labor and services rendered and materials furnished in and about the Work. The DFCM may apply such withheld amounts for the payment of such claims in DFCM's discretion. In so doing, the DFCM shall be deemed the agent of Contractor and payment so made by the DFCM shall be considered as payment made under this Contractor's Agreement by the DFCM to the Contractor. DFCM shall not be liable to the Contractor for any such payment made in good faith. Such withholdings and payments may be made without prior approval of the Contractor and may be also be prior to any determination as a result of any dispute, PRE, Claim or litigation.

**ARTICLE 12. INDEMNIFICATION.** The Contractor shall comply with the indemnification provisions of the General Conditions.

**ARTICLE 13. SUCCESSORS AND ASSIGNMENT OF CONTRACT.** The DFCM and Contractor, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to partners, successors, assigns and legal representatives of such other party with respect to all covenants, provisions, rights and responsibilities of this Contractor's Agreement. The Contractor shall not assign this Contractor's Agreement without the prior written consent of the DFCM, nor shall the Contractor assign any moneys due or to become due as well as any rights under this Contractor's Agreement, without prior written consent of the DFCM.

**ARTICLE 14. RELATIONSHIP OF THE PARTIES.** The Contractor accepts the relationship of trust and confidence established by this Contractor's Agreement and covenants with the DFCM to cooperate with the DFCM and A/E and use the Contractor's best skill, efforts and judgment in furthering the interest of the DFCM; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best and most expeditious and economic manner consistent with the interests of the DFCM.

**ARTICLE 15. AUTHORITY TO EXECUTE AND PERFORM AGREEMENT.** Contractor and DFCM each represent that the execution of this Contractor's Agreement and the performance thereunder is within their respective duly authorized powers.

**ARTICLE 16. ATTORNEY FEES AND COSTS.** Except as otherwise provided in the dispute resolution provisions of the General Conditions, the prevailing party shall be entitled to reasonable attorney fees and costs incurred in any action in the District Court and/or appellate body to enforce this Contractor's Agreement or recover damages or any other action as a result of a breach thereof.

CONTRACTOR'S AGREEMENT  
PAGE NO. 5

**IN WITNESS WHEREOF**, the parties hereto have executed this Contractor's Agreement on the day and year stated hereinabove.

**CONTRACTOR:** \_\_\_\_\_

\_\_\_\_\_  
Signature Date

Title: \_\_\_\_\_

State of \_\_\_\_\_)  
\_\_\_\_\_)  
County of \_\_\_\_\_)

\_\_\_\_\_  
Please type/print name clearly

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, \_\_\_\_\_, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he (she) is the \_\_\_\_\_ (title or office) of the firm and that said document was signed by him (her) in behalf of said firm.

(SEAL)

\_\_\_\_\_  
**Notary Public**

My Commission Expires \_\_\_\_\_

APPROVED AS TO AVAILABILITY  
OF FUNDS:

\_\_\_\_\_  
David D. Williams, Jr. Date  
DFCM Administrative Services Director

**DIVISION OF FACILITIES  
CONSTRUCTION AND MANAGEMENT**

\_\_\_\_\_  
\_\_\_\_\_- Manager Date  
Capital Development/Improvements

APPROVED AS TO FORM:  
ATTORNEY GENERAL  
November 30, 2006  
By: Alan S. Bachman  
Asst Attorney General

APPROVED FOR EXPENDITURE:

\_\_\_\_\_  
Division of Finance Date

# PERFORMANCE BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

That \_\_\_\_\_ hereinafter referred to as the "Principal" and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ and authorized to transact business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah, hereinafter referred to as the "Obligee," in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written Contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to construct \_\_\_\_\_ in the County of \_\_\_\_\_, State of Utah, Project No. \_\_\_\_\_, for the approximate sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which Contract is hereby incorporated by reference herein.

**NOW, THEREFORE**, the condition of this obligation is such that if the said Principal shall faithfully perform the Contract in accordance with the Contract Documents including, but not limited to, the Plans, Specifications and conditions thereof, the one year performance warranty, and the terms of the Contract as said Contract may be subject to Modifications or changes, then this obligation shall be void; otherwise it shall remain in full force and effect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the state named herein or the heirs, executors, administrators or successors of the Owner.

The parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties.

**PROVIDED, HOWEVER**, that this Bond is executed pursuant to the Provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WITNESS OR ATTESTATION:**

**PRINCIPAL:**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

(Seal)

Title: \_\_\_\_\_

**WITNESS OR ATTESTATION:**

**SURETY:**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact (Seal)

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires: \_\_\_\_\_

Resides at: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**Agency:** \_\_\_\_\_  
**Agent:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_

Approved As To Form: May 25, 2005  
By Alan S. Bachman, Asst Attorney General

# PAYMENT BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

## KNOW ALL PERSONS BY THESE PRESENTS:

That \_\_\_\_\_ hereinafter referred to as the "Principal," and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ authorized to do business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); with its principal office in the City of \_\_\_\_\_, hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah hereinafter referred to as the "Obligee," in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written Contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to construct \_\_\_\_\_ in the County of \_\_\_\_\_, State of Utah, Project No. \_\_\_\_\_ for the approximate sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which contract is hereby incorporated by reference herein.

**NOW, THEREFORE**, the condition of this obligation is such that if the said Principal shall pay all claimants supplying labor or materials to Principal or Principal's Subcontractors in compliance with the provisions of Title 63, Chapter 56, of Utah Code Annotated, 1953, as amended, and in the prosecution of the Work provided for in said Contract, then, this obligation shall be void; otherwise it shall remain in full force and effect.

That said Surety to this Bond, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder, or the specifications or drawings accompanying same shall in any way affect its obligation on this Bond, and does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Work or to the specifications or drawings and agrees that they shall become part of the Contract Documents.

**PROVIDED, HOWEVER**, that this Bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

## WITNESS OR ATTESTATION:

## PRINCIPAL:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

(Seal)

Title: \_\_\_\_\_

## WITNESS OR ATTESTATION:

## SURETY:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact (Seal)

STATE OF \_\_\_\_\_ )  
 ) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires: \_\_\_\_\_

Resides at: \_\_\_\_\_

NOTARY PUBLIC

**Agency:** \_\_\_\_\_  
**Agent:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_

Approved As To Form: May 25, 2005  
By Alan S. Bachman, Asst Attorney General

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

PROJECT \_\_\_\_\_ PROJECT NO: \_\_\_\_\_

AGENCY/INSTITUTION \_\_\_\_\_

AREA ACCEPTED \_\_\_\_\_

The Work performed under the subject Contract has been reviewed on this date and found to be Substantially Completed as defined in the General Conditions; including that the construction is sufficiently completed in accordance with the Contract Documents, as modified by any change orders agreed to by the parties, so that the State of Utah can occupy the Project or specified area of the Project for the use for which it is intended.

The DFCM - (Owner) accepts the Project or specified area of the Project as Substantially Complete and will assume full possession of the Project or specified area of the Project at \_\_\_\_\_ (time) on \_\_\_\_\_ (date).

The DFCM accepts the Project for occupancy and agrees to assume full responsibility for maintenance and operation, including utilities and insurance, of the Project subject to the itemized responsibilities and/or exceptions noted below:

The Owner acknowledges receipt of the following closeout and transition materials:

As-built Drawings

O &amp; M Manuals

Warranty Documents

Completion of Training  
Requirements

A list of items to be completed or corrected (Punch List) is attached hereto. The failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents, including authorized changes thereof. The amount of \_\_\_\_\_ (Twice the value of the punch list work) shall be retained to assure the completion of the punch list work.

The Contractor shall complete or correct the Work on the list of (Punch List) items appended hereto within \_\_\_\_\_ calendar days from the above date of issuance of this Certificate. The amount withheld pending completion of the list of items noted and agreed to shall be: \$ \_\_\_\_\_. If the list of items is not completed within the time allotted the Owner has the right to be compensated for the delays and/or complete the work with the help of independent contractor at the expense of the retained project funds. If the retained project funds are insufficient to cover the delay/completion damages, the Owner shall be promptly reimbursed for the balance of the funds needed to compensate the Owner.

\_\_\_\_\_  
CONTRACTOR (include name of firm) by: \_\_\_\_\_  
(Signature) DATE

\_\_\_\_\_  
A/E (include name of firm) by: \_\_\_\_\_  
(Signature) DATE

\_\_\_\_\_  
USING INSTITUTION OR AGENCY by: \_\_\_\_\_  
(Signature) DATE

\_\_\_\_\_  
DFCM (Owner) by: \_\_\_\_\_  
(Signature) DATE

**General Contractor Performance Rating Form**

|   |  |                           |                        |
|---|--|---------------------------|------------------------|
| Project Name:   |  | DFCM Project#             |                        |
| Contractor:<br><br>(ABC Construction, John Doe, 111-111-1111) | A/E:<br><br>(ABC Architects, Jane Doe, 222-222-2222) | Original Contract Amount: | Final Contract Amount: |
| DFCM Project Manager:   |  | Contract Date:            |                        |
| Completion Date:  |  | Date of Rating:           |                        |

| Rating Guideline | QUALITY OF PRODUCT OR SERVICES  | COST CONTROL   | TIMELINESS OF PERFORMANCE  | BUSINESS RELATIONS   |
|------------------|---|--|--|--|
| 5-Exceptional    | Contractor has demonstrated an exceptional performance level in any of the above four categories that justifies adding a point to the score. Contractor performance clearly exceeds the performance levels described as "Very Good" |  |  |  |
| 4-Very Good      | Contractor is in compliance with contract requirements and/or delivers quality product/service.   | Contractor is effective in managing costs and submits current, accurate, and complete billings | Contractor is effective in meeting milestones and delivery schedule            | Response to inquiries, technical/service/administrative issues is effective            |
| 3-Satisfactory   | Minor inefficiencies/errors have been identified  | Contractor is usually effective in managing cost   | Contractor is usually effective in meeting milestones and delivery schedules   | Response to inquires technical/service/administrative issues is somewhat effective     |
| 2-Marginal       | Major problems have been encountered  | Contractor is having major difficulty managing cost effectively                                | Contractor is having major difficulty meeting milestones and delivery schedule | Response to inquiries, technical/service/administrative issues is marginally effective |
| 1-Unsatisfactory | Contractor is not in compliance and is jeopardizing achievement of contract objectives  | Contractor is unable to manage costs effectively   | Contractor delays are jeopardizing performance of contract objectives          | Response to inquiries, technical/service/administrative issues is not effective        |

|  |              |
|--|--------------|
| <b>1. Rate Contractors quality of workmanship, management of sub contractor performance, project cleanliness, organization and safety requirement.</b> | <b>Score</b> |
| <u>Agency Comments:</u>  |              |
| <u>A &amp; E Comments:</u>   |              |
| <u>DFCM Project Manager Comments:</u>  |              |



|  |              |
|--|--------------|
| <b>2. Rate Contractor administration of project costs, change orders and financial management of the project budget.</b> | <b>Score</b> |
| <u>Agency Comments:</u>  |              |
| <u>A &amp; E Comments:</u>   |              |
| <u>DFCM Project Manager Comments:</u>  |              |

|  |              |
|--|--------------|
| <b>3. Rate Contractor's performance and adherence to Project Schedule, delay procedures and requirements of substantial completion, inspection and punch-list performance.</b> | <b>Score</b> |
| <u>Agency Comments:</u>  |              |
| <u>A &amp; E Comments:</u>   |              |
| <u>DFCM Project Manager Comments:</u>  |              |

|   |              |
|---|--------------|
| <b>4. Evaluate performance of contractor management team including project manager, engineer and superintendent also include in the rating team's ability to work well with owner, user agency and consultants.</b> | <b>Score</b> |
| <u>Agency Comments:</u>   |              |
| <u>A &amp; E Comments:</u>  |              |
| <u>DFCM Project Manager Comments:</u>   |              |

|   |       |
|---|-------|
| 5. Rate success of Contractor's management plan, completion of the plans mitigation of project risks and performance of value engineering concepts. | Score |
| <u>Agency Comments:</u>   |       |
| <u>A &amp; E Comments:</u>  |       |
| <u>DFCM Project Manager Comments:</u>   |       |

|            |       |            |
|------------|-------|------------|
| Signed by: | Date: | Mean Score |
|------------|-------|------------|

**Additional Comments:**

## INDEX TO TECHNICAL SPECIFICATIONS

### **Specifications**

02100 Site Preparation  
02230 Base Course  
02511 Asphaltic Concrete Paving

**SECTION 02100**  
**SITE PREPARATION**

**PART 1        GENERAL**

**1.01    WORK INCLUDED**

- A.     Preparation
- B.     Asphaltic concrete pavement removal
- C.     Portland cement concrete removal
- D.     Disposal of waste materials

**1.02    QUALITY ASSURANCE**

- A.     Not Applicable

**1.03    MEASUREMENT AND PAYMENT**

- A.     **Clear and Grubb.** No Measurement Shall be made and Payment shall be based upon the lump sum bid amount and shall include the cost to completely remove any refuse or organic material encountered at the site where it is to be paved and the removal of this debris and waste at an approved facility off-site. Such payment shall include the costs of all materials, extensions, tools, labor, permits, etc. needed to complete this work.
- B.     **Saw Cut Asphalt.** Measurement and payment shall be based upon the total lineal footage of existing asphalt pavement saw cut to a one inch depth. Such payment shall include all labor, tools, equipment and material needed to complete this work.
- C.     **Remove and Dispose of Asphalt Pavement Off-site.** Measurement and payment for this bid item will be based upon the in-place square footage of asphalt surface course and base course removed and disposed of at an approved facility off-site. Payment shall include the cost of all labor, materials, tools, machinery, permits, etc. to complete this work.

**PART 2        PRODUCTS**

Not Used.

**PART 3        EXECUTION**

**3.01    PREPARATION**

- A.     No clearing, demolition, or removal of any kind shall proceed until all existing trees, improvements, etc. to be removed have been established and are inspected and documented by the Owner.
- B.     Notify all utility companies to be present if disturbing ground in the vicinity of utilities. Contractor shall pot hole and verify the locations and bury depths of all utilities including water, storm drain, telephone, gas and electrical before digging. All Utility relocations shall be done in accordance with the owners and operators standards and requirements.

*Jordanelle State Park Paving Improvements*

- C. Protect active utility systems adjacent to or uncovered by any excavation during site preparation.
- D. Maintain benchmarks, monuments and other reference points and construction stakes.

3.02 ASPHALTIC CONCRETE PAVEMENT REMOVAL

- A. Not Used.

3.03 DISPOSAL OF WASTE MATERIALS

- A. Where salvage is not required as otherwise specified herein or as shown on the drawings, dispose of all removed materials at a suitable off-site location in accordance with applicable laws and ordinances.
- B. No burning shall be allowed.

END OF SECTION

## SECTION 02230

### BASE COURSE

#### PART 1 GENERAL

##### 1.01 WORK INCLUDED

- A. Subgrade preparation to lines and grades shown on the plan.
- B. Place, grade and compact base and sub-base course materials.
- C. Dust and surface water control.

##### 1.02 RELATED WORK

- A. Section 02511 - Asphaltic Concrete Paving

##### 1.03 REFERENCES

- A. American Society for Testing Materials (ASTM).
- B. American Association of Safety and Highway Transportation Officials (AASHTO)

##### 1.04 METHOD OF MEASUREMENT AND BASIS FOR PAYMENT

- A. **Furnish, Blend and Compact 4" of Virgin Road Base.** Measurement and payment shall be based upon the total square footage of 4" of virgin roadbase, blended and compacted and installed according to the plans and specifications. Such payment shall include all labor, tools, equipment and material needed to complete this work.

#### PART 2 PRODUCTS

##### 2.01 BASE COURSE MATERIAL

- A. Road Base for Pavement Preparation:
  - 1. Shall be untreated natural stone
  - 2. Shall not be lumpy or frozen.
  - 3. Shall be free from noticeable concentrations of alkali, salt, shale, and petroleum products, all roots, sod, limbs, and other vegetative matter, slag, cinders, ashes and rubbish, or other material that, in the opinion of the Engineer, is objectional or deleterious.
  - 4. Shall be graded within the following limits:

| <u>Sieve Size</u> | <u>Percent Passing By Weight</u> |
|-------------------|----------------------------------|
| 1"                | 100                              |
| 1/2"              | 70-100                           |
| No. 4             | 41-68                            |
| No. 16            | 21-41                            |
| No. 40            | 10-27                            |
| No. 200           | 4-13                             |

## PART 3 EXECUTION

### 3.01 PREPARATION OF SUBGRADE

- A. Prior to placing base course materials, the subgrade shall be scarified to a depth of not less than 6", moistened or dried to optimum moisture content, and compacted to at least 95% maximum Modified Proctor Density as determined in accordance with ASTM D1557 (AASHTO T-180), and shall be within 2% of optimum moisture content.
- B. The subgrade shall then be proof rolled.
- C. If excessively soft, loose, or disturbed soils are encountered, they shall be removed as directed by the Engineer to a maximum depth of two feet (2') and replaced and recompact to 96% maximum Modified Proctor Density using approved subgrade stabilizing material.
- D. Ensure subgrade is to required lines and elevations.

### 3.02 PLACEMENT OF BASE COURSE

- A. Protect against "pumping" moisture to surface by limiting travel on exposed subgrade. Where it is determined by the Owner that construction vehicle traffic (other than proof rolling) has caused subgrade instability, remove disturbed soils and replace with sand backfill at no additional cost to the Owner.
- B. Apply water soluble herbicide for nonselective control of annual and perennial weeds in strict accordance with manufacturers instructions and all laws and regulations.
- C. Place base course material on the prepared and accepted subgrade. The material shall be back-dumped and spread in a uniform lift thickness.
- D. Handle and spread materials in a manner that will prevent segregation of sizes. When vibrating or other acceptable types of compaction equipment are used, the entire course shall be compacted in 2-4" lifts.
- E. When base course is constructed in more than one layer, the previously placed layer shall be cleaned of loose and foreign matter. Upper layer of base course shall not be less than 1-1/2", nor shall fine materials be added to reach final grade.
- F. Overstressing the subgrade soil and base course shall be avoided by utilizing equipment in spreading and dumping that exerts only moderate pressures on the soil. Avoid excessive travel on lower base course lifts. Severe rutting, cracking or yielding is an indication of overstressing the soil. Any ruts or cracks which develop in the base course during spreading or compacting shall be repaired as directed at no additional cost to Owner.
- G. Base course shall be compacted to no less than 95% maximum Modified Proctor Density, as determined by ASTM D1557 (AASHTO T-180). Moisture content shall be maintained to within 1.5% of optimum throughout placing and compaction operations.
  - 1. Compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted.
  - 2. Compaction equipment shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted.

- H. Base course shall be substantially true to line and grade as indicated on the drawings. The surface shall be within 1/2" of required grade. Completed thickness of base course shall be within 1/2" of indicated thickness, with average thickness not less than that indicated.
- I. The top surface of compacted base course shall be finished by blading or rolled with equipment designed for that purpose.
- J. Temporary Graded Surface
  - 1. When allowed by the local jurisdiction having authority, where trenches are excavated in paved traffic lanes, the surface course may be temporarily replaced by a surface consisting of base course material. The base course shall be removed and replaced with pavement as soon as conditions permit, or as required by local jurisdiction having authority.
  - 2. The surface shall be maintained to provide for a smooth flow of traffic without holes, bumps, etc., until final acceptance of the work.

### 3.03 DUST AND SURFACE WATER CONTROL

- A. Dust control measures shall be implemented by application of water to all work areas, storage areas, haul and access roads, or other areas affected by work.
- B. All work shall be in compliance with the Federal, State and local air pollution standards, and not cause a hazard or nuisance to personnel and the public in the vicinity of the work.
- C. Provide and operate at least one (1) mobile tank sprinkling unit during the contract period.
- D. Other methods of dust control for haul and access roads may include chemical treatment, light bituminous treatment or other method as approved by the Owner.
- E. Surface water shall be controlled to the extent that the areas to receive pavement, walks or slabs are not allowed to become wet from runoff from adjacent areas. Surface water shall be directed away from these areas but not directed toward adjacent property, buildings, or any improvement that may be damaged by water. Surface water shall not be allowed to enter sanitary sewers.

### 3.04 FIELD QUALITY CONTROL

- A. Testing and inspection of placed Base Course will be provided by the Owner. Tests provided by the Owner are as follows:

| <u>Item</u>                    | <u>Type</u>                | <u>Frequency</u>                                |
|--------------------------------|----------------------------|---|
| Base Course Aggregate Sampling | ASTM D75                   | Each day or 1 test/500 sq. yd., or as required. |
| Atterberg Limits               | ASTM D2419, D423, and D424 | As required                                     |
| Sieve Analysis                 | ASTM C136                  | As required                                     |
| Bearing Ratio                  | ASTM D1883                 | As required                                     |
| Maximum Density                | ASTM D1557, Method D       | As required                                     |



In-place Density

ASTM D2167,  
D2922 and D3017

As required

- B. If tests indicate that sub-base and/or base course do not meet specified requirements, remove defective work, replace and retest at no cost to Owner.

END OF SECTION

## SECTION 02511

### ASPHALTIC CONCRETE PAVING

#### PART 1 GENERAL

##### 1.01 WORK INCLUDED

- A. Proof roll base course to reveal soft and yielding spots.
- B. Place and compact asphaltic concrete paving.
- C. Protection of newly placed pavement.

##### 1.02 RELATED WORK

- A. Section 02230 - Base Course

##### 1.03 QUALITY ASSURANCE

- A. Do not place asphaltic concrete paving when the air temperature in the shade and/or the roadbed temperature are below 50° F, or during rain, when the base course surface is wet, or during other adverse weather conditions.
- B. Do not place tack coat when air temperature in the shade and the roadbed temperature are below 50° F, or during rain, fog, or other adverse weather conditions.
- C. All work shall be performed by experienced and qualified workmen with equipment standard with the industry.
- D. Approval by Engineer of sources of supply of materials shall be obtained prior to delivery of materials.
- E. Comply with federal, state and/or local codes and regulations.

##### 1.04 REFERENCES

- A. American Society for Testing Materials (ASTM):
  - 1. D1557, "Tests for Moisture - Density Relationship of Soils using 10 lb (4.5 kg) Rammer in 18 inch (457 mm) Drop".
  - 2. D1559, "Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus".
  - 3. D2041, "Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures".
  - 4. D2170, "Kinematic Viscosity of Asphalts (Bitumens)".
- B. THE ASPHALT INSTITUTE (A.I.) Specification Series No. 2 (SS-2).
- C. American Association of State Highway and Transportation Officials (AASHTO):
  - 1. Materials and compaction tests.
    - a. AASHTO T-180

- D. State of Utah Standard Specifications for Road and Bridge Construction, latest edition including Supplement #2.

1. Section 704.03 Asphaltic Cement.

1.05 SUBMITTALS

- A. An asphaltic concrete paving mix design prepared by a certified laboratory and materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements shall be submitted for review and approval at least two weeks prior to commencement of the work.

- B. Written certification of compliance for pavement marking paint.

1.06 WARRANTY

- A. See General Conditions.

1.07 METHOD OF MEASUREMENT AND BASIS FOR PAYMENT

- A. **Furnish and Install 3" of compacted Asphalt.** Measurement and payment shall be based upon the square footage of actual asphalt installed and compacted to a 3" thickness according to the plans and specifications. Such payment shall include all labor, tools, equipment and material needed to complete this work.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Asphaltic cement:

1. Viscosity Graded original, AC-10, conforming to requirements of ASTM D-3381 (AASHTO M-226, Table 2), and Section 704.03 - State of Utah Standard Specifications for Road and Bridge Construction.

2. Shall not foam when heated to 350° F.

- B. Mineral aggregate:

1. Shall consist of crushed stone, crushed gravel, or crushed slag, or a combination thereof; free of clay, silt, organic matter or other deleterious materials.

2. Gradation shall be in accordance with the following:

- a. Asphaltic concrete surface course:

| <u>Sieve Size</u> | <u>Percent Passing<br/>by Weight</u> |
|-------------------|--------------------------------------|
| 1/2"              | 100                                  |
| #4                | 55 - 85                              |
| #16               | 24 - 38                              |
| #50               | 9 - 21                               |
| #200              | 4 - 8                                |

3. Course aggregate, retained on the No. 4 sieve shall consist of clean, hard, rough, durable and sound fragments, with not less than 50 percent

of particles by weight with at least one mechanically fractured face or clean angular face.

4. Fine aggregate passing the No. 4 sieve may be either a natural or manufactured product. The aggregate shall be clean, hard grained and moderately sharp, and shall contain not more than 2 percent by weight of vegetable matter or other deleterious substances.
5. That portion of the fine aggregate passing the No. 40 sieve shall be nonplastic when tested in accordance with ASTM D-424.
6. The weight of minus 200 mesh material retained in the aggregate, as determined by the difference in percent passing a No. 200 sieve by washing and dry sieving without washing, shall not exceed 6 percent of the total sample weight. That portion of fine aggregate passing the No. 200 sieve shall be determined by washing with water in accordance with ASTM C-117.
7. The aggregate shall be of uniform density and quality and shall have a rodded weight of not less than 100 pounds per cubic foot when tested in accordance with ASTM C-29.
8. The aggregate shall have a percentage of wear not exceeding forty when tested in accordance with ASTM C-131 and C-535.
9. The aggregate shall have a weighted loss not exceeding 12 percent by weight when subject to five cycles of sodium sulfate and tested in accordance with ASTM C-88, D-1073, and D-692.

## 2.02 ASPHALTIC CONCRETE PAVING MIXTURE

- A. Combine mineral constituents and asphalt cement in proportions per mix design at a central plant to produce an asphaltic concrete pavement mix.
- B. The asphaltic cement shall be heated at the mixing plant to a temperature at which it can be applied uniformly to the aggregate.
- C. Coarse and fine aggregate shall be stored separately at the mixing plant in a manner that will prevent intermingling.
- D. When it is necessary to blend aggregates from one or more sources to produce the combined gradation, each source or size of aggregate shall be stockpiled individually. Aggregate from the individual stockpiles shall be fed through separate bins to the cold elevator feeders. They shall not be blended in the stockpile.
- E. Cold aggregates shall be fed carefully to the plant so that surpluses and shortages will not occur and cause breaks in the continuous operation.
- F. The aggregate shall be dried and heated to provide a paving mixture temperature in conformance with placing conditions, but not to exceed 163°C (325°F).
- G. The heated and dried aggregates shall not contain enough moisture to cause the mixture to slump, the asphalt to foam, or the aggregate to segregate during hauling and placing.
- H. The shortest mixing time consistent with satisfactory coating of the aggregate shall be used. The mineral aggregate shall be considered satisfactorily coated with asphaltic cement when all of the particles passing the No. 4 sieve and 96

percent of the particles retained on the No. 4 sieve are coated with asphaltic cement. The required mixing time, as determined above, shall be in accordance with ASTM D-2489.

- I. If a dryer drum mixing process is used, the mineral aggregate shall be considered satisfactorily coated with asphaltic cement when all of the particles passing the No. 4 sieve and 98 percent of the particles retained on the No. 4 sieve are coated with asphaltic cement. The moisture content of the asphaltic cement sampled behind the laydown machine prior to compaction shall not exceed 1 percent by weight.

## 2.03 TACK COAT

- A. Emulsified asphalt CSS-1H or SS-1H.

## 2.04 SUBGRADE STABILIZING MATERIALS

- A. Shall be select aggregate material as specified in Section 02061.

# PART 3 EXECUTION

## 3.01 PREPARATION

- A. Proofroll base course surface. Replace wet, spongy, soft, uncompactable or other unsuitable material with new base course material at no additional cost. Finish and compact repaired area as specified in Section 02230 - Base Course.
- B. Ensure base course surface is to required elevation. Remove loose material from base course surface.
- C. Do not place prime coat or asphaltic concrete paving until base course installation has been approved by the Construction Manager.

## 3.02 TRANSPORTING THE ASPHALTIC CONCRETE PAVEMENT

- A. Transport time from the mixing plant to the job site shall not exceed 1 hour.
- B. Hauling truck shall have no direct frame contact with the paver or bear down on the paver during dumping operations.

## 3.03 TACK COAT

- A. Prior to placing pavement, tack coat shall be applied to the vertical edges of concrete and "cold" pavement (over 1/2 hour old) which will be in contact with new pavement. Tack coat shall extend 12 inches onto adjacent base course material. The tack coat shall be carefully applied at a rate of 0.15 gal/SY. Tack coat shall also be applied uniformly at the same rate to the horizontal top surface of each lift of bituminous pavement prior to placing the next lift of bituminous pavement to promote a bond between the two courses of pavement. None of the material shall penetrate into the pavement and for this reason the application should be limited.
- B. Prior to applying the material, the surface to be treated shall be swept or flushed free of dust or other foreign material.
- C. Protect all surfaces not required to receive tack coat from any inadvertent application.

- D. The temperature range of the tack coat at the time of application shall be such that the viscosity will be between 50 and 100 centistokes as determined in accordance with ASTM Designation D-2170.
- E. Under no circumstances shall traffic be permitted to travel over the tacked surface. If detours cannot be provided, restrict operation to a width that will permit at least one-way traffic over the remaining portion of the roadbed. If one-way traffic is provided, the traffic shall be controlled in accordance with governing authority.
- F. After application of tack coat, sufficient time shall be given to allow for complete separation of asphalt and water before paving operations begin. The tack coat shall be applied on only as many surfaces as will be paved against in the same day.

#### 3.04 PLACEMENT OF ASPHALTIC CONCRETE PAVEMENT

- A. Place asphalt pavement to provide a compacted depth as indicated on the plans. Placing the pavement shall be a continuous operation. The machine shall spread mixture and shall strike a finish that is smooth, true to cross section, uniform in density and texture, and free from hollows and other irregularities. If any irregularities occur, they shall be corrected before final compaction of the mixture. The paving machine shall be self-propelled, equipped with hoppers, distributing screws, adjustable screeds and equalizing devices, capable of spreading hot asphaltic concrete paving mixtures without tearing, shoving or gouging, and of producing a finished surface of specified quality. Place inaccessible and small areas by hand.
- B. Ensure joints made during paving operations are straight, clean, vertical and free of broken or loose material. Carefully make joints to insure a continuous bond between old and new pavement, or between successive day's work. A continuous bond between adjoining work is required.
- C. If more than 1/2 hour elapses between adjacent paving passes, the "cold joint" shall have tack coat applied to the "cold" pavement prior to placing the adjacent pass.

#### 3.05 COMPACTION

- A. Roll and compact to specified density before temperature of the mixture drops below 180°F.
- B. Compact asphalt paving course to required density, with a steelwheeled tandem roller, steel three-wheeled roller, vibratory roller, or a pneumatic-tired roller, weighing not less than five tons. Start compaction as soon as pavement will bear equipment without checking or undue displacement. Speed of roller shall be slow enough to avoid displacement of hot mixture, and any displacements occurring as a result of changing the direction of the roller, or from any other cause, shall at once be corrected by the use of rakes and of fresh mixture where required. Ensure each pass of roller overlaps previous passes by at least 1/2 of the roller width to ensure smooth surface free of roller marks. Keep roller wheels sufficiently moist so as not to pick up material. Rolling shall continue until roller marks are eliminated and no further compression is possible. The finished compacted pavement shall have a density of 96% minimum, (no test less than 93% of the density determined in accordance with ASTM D-2041), as determined by ASTM D1557.
- C. Leave pavement with a uniform, dense surface.

- D. Perform hand tamping in areas not accessible to rolling equipment. Thorough compaction must be achieved, and joints between curbs, headers, manholes and similar structures must be effectively sealed.
- E. Do not allow vehicular traffic on newly paved areas until surface has cooled to atmospheric temperature.

END OF SECTION